

Greenville Leasing Company

GREENVILLE, PA 16125

February 17, 1984

Agatha Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 11629B Filed 1425

FEB 21 1984 - 1 05 PM

INTERSTATE COMMERCE COMMISSION

No. 4-052A037

Date FEB 21 1984

Fee \$ 10.00

ICC Washington, D. C.

Dear Ms. Mergenovich:

Enclosed for recordation under the provisions of Section 11303(a) of Title 49 of the U.S. Code are four executed counterparts of an Assignment of Lease of Railroad Equipment dated as of December 29, 1983. This Assignment of Lease of Railroad Equipment is a secondary document.

The primary document to which this is connected is the Lease of Railroad Equipment recorded at 12:40 P.M. on April 4, 1980 with Recordation Number 11629. We request that this assignment be cross-indexed.

The names and addresses of the parties to the Assignment of Lease of Railroad Equipment are as follows:

Assignor: Greenville Leasing Company
Greenville, Pennsylvania 16125

Assignee: Greenlease, Inc.
Greenville, Pennsylvania 16125

A general description of the railroad cars covered by the enclosed document and intended for use related to interstate commerce is: 100 All Steel 100-Ton Triple Hopper Cars, AAR Mechanical Designation HT, Road Nos. LEF 3881 to 3980, both inclusive.

Please return three counterparts showing recordation to John R. Young, 700 Porter Building, Pittsburgh, Pa., 15219.

Also enclosed is a check in the amount of \$10 covering the required recording fee.

A short summary of the enclosed secondary document to appear in the Index follows:

Assignment between Greenville Leasing Company, Greenville, Pa., 16125 and Greenlease, Inc., Greenville, Pa., 16125 dated as of December 29, 1983, covering 100 All Steel 100-Ton Triple Hopper Cars, AAR Mechanical Designation HT, Road Nos. LEF 3881 to 3980, both inclusive, and connected to Railroad Car Lease Agreement with Recordation No. 11629.

Very truly yours,
GREENVILLE LEASING COMPANY

By John R. Young
John R. Young, Vice President

FEB 21 1984 -1 05 PM

ASSIGNMENT
OF
LEASE OF RAILROAD EQUIPMENT
INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT, dated as of December 29, 1983, by and between GREENVILLE LEASING COMPANY, a Delaware corporation (the "Assignor"), and GREENLEASE, INC., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor and Greenville Steel Car Company, a Pennsylvania corporation ("GSCC"), have heretofore entered into an Assignment of Lease of Railroad Equipment, dated as of December 31, 1980, whereby GSCC assigned to Assignor its interest in (i) the Lease of Railroad Equipment dated as of February 1, 1980 (the "Lease"), between GSCC & LEF&C Leasing Company Incorporated, a Pennsylvania corporation (the "Lessee"), whereby GSCC leased to Lessee 100 All Steel 100-ton Triple Hopper Cars, Road Nos. LEF 3881 to 3980, both inclusive (the "Cars"), and (ii) the Cars; and

WHEREAS, the Assignor desires to assign its interest in the Lease and its interest in the Cars to the Assignee, as hereinafter set forth.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do agree as follows:

1. Effective as of December 29, 1983, Assignor hereby assigns, transfers and sets over unto the Assignee:

- (a) All the Assignor's right, title and interest, powers, privileges and other benefits under the Lease, which shall arise or accrue after December 29, 1983; and
- (b) All the Assignor's right, title and interest in the Cars.

Assignor further agrees to execute and deliver such instrument or instruments, confirming the transfer of title to the Cars to the Assignee, as Assignee may reasonably request.

- 2. Assignee hereby accepts the foregoing assignment, recognizes Lessee's right to continue and uninterrupted possession of the Cars upon compliance with the terms of the Lease, and assumes and undertakes to perform all the obligations of Assignor as the Lessor under the Lease.
- 3. For purposes of paragraph 17 of the Lease, Assignee's address as Lessor shall be as follows:

Greenlease, Inc.
c/o Greenville Steel Car Company
Greenville, Pennsylvania 16125

- 4. All the terms, covenants and provisions of the Lease shall continue in full force and effect precisely as before.
- 5. This Agreement may be simultaneously executed in two or more counterparts each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and their respective corporate

seals to be duly attested as of the day and year first above written.

GREENVILLE LEASING COMPANY

Attest:

V. P. Gottschall
Assistant Secretary
[Corporate Seal]

By Edward N. Warren
Vice President

GREENLEASE, INC.

Attest:

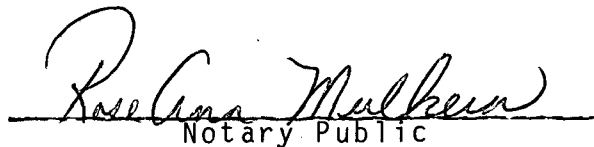
V. P. Gottschall
Assistant Secretary
[Corporate Seal]

By John R. Young
Vice President

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF ALLEGHENY)

On this 29th day of December, 1983 before me personally appeared Edward H. Moores, to me personally known, who being duly sworn, says that he is a Vice President of Greenville Leasing Company, a Delaware corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public


[Notarial Seal]

ROSE ANN MULKERN, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires Mar. 18, 1985

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF ALLEGHENY } ss.:

On this 29th day of December, 1983 before me personally appeared John R. Young, to me personally known, who being duly sworn, says that he is a Vice President of Greenlease, Inc., a Delaware corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

[Notarial Seal]

ROSE ANN MULKERN, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires Mar. 18, 1985